Pursuant to Ind.Appellate Rule 65(D), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.

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IN THE
COURT OF APPEALS OF INDIANA

ERIC GOETZ, ERIC GOETZ MASTER BUILDING, INC.,	)	
Appellants-Defendants,	)	
vs.	)	No. 45A03-0710-CV-493
CHRISTOPHER BOYER and BETH BOYER,	)	
Appellees-Plaintiffs.	)	

APPEAL FROM THE LAKE SUPERIOR COURT
The Honorable Jeffery J. Dywan, Judge
Cause No. 45D11-0603-PL-34

September 25, 2008

MEMORANDUM DECISION ON REHEARING - NOT FOR PUBLICATION

BARNES, Judge

The Boyers petition for rehearing following our decision in Goetz v. Boyer, 45A03-0710-CV-493 (Ind. Ct. App. July 21, 2008). We had affirmed in part and reversed in part and remanded with a directive for the trial court to add $35,598.22 to the damage award payable by the Boyers based on our recalculation of the markup of the contract price. The Boyers point out on rehearing that our recalculation of the markup of the contract price is erroneous.

Rather than adding the 7% markup to the base price figure ($471,071.00) and the extras—as we decided is appropriate by the contract terms—we mistakenly added a 7% markup to the final contract price figure ($508,546.00) that already included a 7% markup on the base price. This error resulted in a double markup on a portion of the contract price.

The correct calculation would be to add the base contract price of $471,071.00 to the cost of extras, $114,759.84, for a total of $585,830.84. Adding 7% of that figure, $41,008.16, to the total, plus the additional $4,500.00 for permits, $6,796.60 due to DeMotte State Bank, and $414.50 due to NIPSCO, results in payment to Goetz of $638,550.13.

Although this recalculation makes it unnecessary for the reversal in part and remand, our interpretation of the contract and substance of the opinion does not change. We affirm the substance of our earlier decision, but due to this recalculation the reversal in part is no longer necessary. The opinion of the trial court is affirmed in all respects. We affirm.

Affirmed.

CRONE, J., and BRADFORD, J., concur.